

ARIZONA CITIZEN.

Vol. II.]

TUCSON, PIMA COUNTY, A. T., SATURDAY, FEBRUARY 17, 1872.

[No. 19.]

THE ARIZONA CITIZEN

PUBLISHED EVERY SATURDAY.

Subscription Rates:
One Copy, one year, \$5.00
One Copy, six months, 3.00
Single numbers, 25

Advertising Rates:
[Twelve lines in this type, one sq.]
One square, ten lines, one time, \$3.00
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Leaves San Francisco for mouth of Colorado river on first of every month, connecting with river boats. Freight landed at Yuma in twelve (12) days from San Francisco. Agencies of the Company 610 Front street, San Francisco, California; Yuma and Ehrenberg, A. T.
J. POLHAMUS, Jr.,
1872-17 General Superintendent.

JUDGE ISHAM REAVIS.

Further Review of His Case.

The New York papers have for a long time declared that before certain Judges in that city, justice could only be obtained by bribery and was likewise defeated. Whether this state of facts apply to Judge Reavis' Court, we will let the public decide upon all the well authenticated testimony which comes to us on the subject, on which it seems said public will not be much divided upon conclusions.

First, we will introduce the affidavit of W. L. Hopkins, an intelligent citizen of Yuma county, which avers that the said Judge, in advance of trial, attempted to prejudice the jury against a man on trial for a crime; also, before the close of the testimony in a civil case, that he instructed the jury to find a certain verdict without leaving their seats; also, of the arbitrary and ungentlemanly conduct of said Judge. Here is the affidavit:

Territory of Arizona, county of Yuma—ss. Personally appeared before me, Wm. L. Hopkins, a citizen of the village of Arizona City, A. T., who being duly sworn deposes and says: That he was called as a juror at the November term of the District Court, in and for the Second Judicial District for Yuma county, in the case of Territory vs. Wilson, for assault with a deadly weapon; and was also a trial juror before the said Court, Isham Reavis presiding Judge, in the civil case of Spann & Poindexter vs. Lindsey & Hoose; and deponent further says that in the first mentioned case, the Judge who presided, to-wit, Isham Reavis stated, before the jury was formed, that the accused was guilty of a dastardly outrage, thereby attempting to prejudice the minds of the jury against the accused. That in the civil case above alluded to, the said Judge, during the progress of the examination in chief of one of the witnesses in the case, on the part of the appellant, the said Judge said as follows, in substance: "I have heard 'enough of this case. You (addressing the jury) will render a verdict 'for the defendant. I won't accept 'any other verdict. You need not leave your seats, etc.'" thereby depriving the jury of the opportunity of deciding the same according to the law and the testimony, as by their oath they should have done. And deponent further says, that in his view and during his attendance as a jurymen, the conduct of the said Isham Reavis, as Judge on the bench, was arbitrary and wholly unbecoming a gentleman.

Sworn to and subscribed before me, this 28th day of December, A. D. 1871.

A. A. MIX,
Justice of the Peace.

Second, we introduce the affidavit of A. A. Mix, a justice of the Peace and Public Administrator of Yuma county. This substantially corroborates the sworn statements of Mr. Hopkins, and further charges that Judge Reavis did, before a witness had been cross examined, arbitrarily declare to the jury that he would receive none but a verdict for defendant; that his conduct was arbitrary and unbecoming his position; that as Judge he approached the appellant in a case then pending before himself and announced his proposed action, and sought to know if it would be satisfactory; that, because of a respectful inquiry, deponent was illegally dismissed from the functions of an office given him by an independent Court, and that he believes said Judge corrupt. Here is Mr. Mix's affidavit:

Territory of Arizona, county of Yuma—ss. Personally appeared before me A. A. Mix, who being duly sworn, deposes and says that he was present during part of the time that the District Court of Second Judicial District, Isham Reavis presiding, at the November term thereof, held at Arizona City; that the said Isham Reavis did say, during the trial of the case of Spann & Poindexter vs. Lindsey and Hoose, and while Charles

L. Jones, a witness for defendant was being examined and before any cross examination had been had, words to this effect: "I have heard enough 'of this case. You (addressing the jury) will find a verdict for the defendant. You need not leave your 'seats. I will not accept any other," and came down from the bench saying: "Mr. Sheriff, adjourn the Court."

That his manner and conduct on the bench was arbitrary and unbecoming the position he occupied, both in his treatment of parties called before him and of the several jurors; that he, previous to the decision of a case in which deponent was appellant before his Court, called upon deponent at an early hour of the morning at his room, and in substance said as follows: "I 'am bound to do something for Kelley 'in this case, but I propose to appoint 'him as a co-administrator with you, 'but with no power to interfere with 'you. Will this arrangement satisfy 'you?"

That after the adjournment of Court and while the said Isham Reavis was at San Diego, he there wrote and directed a letter to Mr. Kelley and I, ordering us to pay over to the Colorado Steam Navigation Company, [here the word "money" is evidently omitted by mistake, as Reavis' letter heretofore published shows he used it—ED. CITIZEN], exorted, as he wrote, from said Co.; that he also directed the firm of Hooper, Whiting & Co., of this place, to retain in their hands moneys belonging to the estate of M. D. Dobbins, deceased, subject to the order of his Court; and that when deponent asked him for the authority for making such an order, he dismissed the deponent from his office as administrator of said estate; that from his actions in this matter and many others, deponent has reason to believe and does believe that the said Isham Reavis is corrupt as a Judge and unworthy to hold the said position.

A. A. MIX,
Subscribed and sworn before me, this 3d day of February, A. D. 1872.
CLARENCE GRAY,
Notary Public.

Third, we present the affidavit of Clarence Gray, Esq., District Attorney of Yuma county, whose reputation for integrity is number one. This presents alleged acts of Judge Reavis, which should consign a man or Judge guilty of them to an infamous obscurity, if nothing worse. Think of a Judge trying to influence an attorney to abandon his client; of offering to see him paid \$1,200 for the treachery and promising him a judgment in the case then pending before said Judge; of setting up his own knowledge of facts in said case as superior to any that an upright man could bring in, before hearing what such testimony would be, and dogmatically ignoring the merits of the case; that said Judge tried to explain that he was misunderstood after suffering himself to be in effect called a scoundrel. But here is Mr. Gray's affidavit:

Territory of Arizona, county of Yuma—ss. Personally appeared before me, Clarence Gray, who being duly sworn deposes and says: My name is Clarence Gray; I am an attorney and counselor at law, and at present acting district attorney for Yuma county, A. T. About two months ago, to-wit, in the month of December 1871, I was employed by one David Neahr to attend to a case which was then pending in the District Court of the 2d Judicial District, in which he was defendant and Charles L. Jones was plaintiff. After my having been employed by the above named David Neahr as stated, Isham Reavis, the Judge of the aforementioned Court, met me one evening on the street, and spoke to me in substance about as follows: "You were 'very foolish, Mr. Gray, to have 'taken that case of Neahr's; you 'cannot make any money out of it. 'If you will take Jones' side of the 'case, I will see that he pays you 'twelve hundred dollars, and as you 'are about starting in here to practice 'law it would be well for you to be 'successful in whatever suits you 'take." I replied to him—"Judge 'Reavis, I have been retained by Mr. 'Neahr to attend to this case. I believe he has got a moribund de-

fense to this action; and I further 'believe that the whole of plaintiff's 'proceedings have been irregular." Reavis replied to me—"No matter 'about the merits. I know all about 'this case, and more than any testi-'mony Neahr could bring in. If 'you take Jones' side of the case, you 'will get a judgment." I replied—"Judge Reavis, I believe you to be a 'scoundrel and I want no further con-'versation or connection with you." He then told me that I mistook his intention—requested me to say nothing about it, &c. CLARENCE GRAY.

Subscribed and sworn before me, this 8th day of February A. D. 1872.

A. A. MIX,
Justice of the Peace.

The foregoing shows, if it does anything for certain, a Judge trying to bribe a member of the bar of his own Court, and if anything is to be inferred from such action, it can be no other than that said Judge was interested in the result of the suit in question; and following are some facts which show how the said Judge participated in

Compounding or Settling Crime.

The facts herewith recited, are taken from copies of all the original papers in the case, which copies are duly certified as being correct by the Clerk of Reavis' own Court, and under the seal thereof.

On the 8th day of June 1871, H. E. Lindsey, a Justice of the Peace in Yuma county, held one Isaac Lyons "to answer on a charge of an assault with a deadly weapon with intent to commit murder," in the sum of \$1,500. Three citizens, whose names are not material herein, each justified on the bond in the sum of \$500. On the 30th day of October, a summons for four witnesses to appear, November 6, in this case before the Grand Jury, was issued by the Clerk of the Court, which was duly served, and so returned by Deputy Sheriff Alexander on the 3d of November. After the then Acting District Attorney (Rowell) for Yuma county, procured the accused man Lyons' note for \$450, and before the case was brought to the notice of the Grand Jury, Judge Reavis, according to his own clerk's certificate under seal, caused an order of Court to be made as follows:

Territory of Arizona against I. Lyons. It appearing to the Court from the acknowledgment in writing in this case filed, that Dionicio Corella, the prosecuting witness herein, has received full satisfaction for the injury received, and is not desirous to further prosecute this case and it seeming to me to be a proper case for such settlement, it is hereby ordered that all proceedings herein be stayed upon part of the prosecution, and that upon payment of costs, the defendant, I. Lyons, be discharged.

ISHAM REAVIS, Judge.

This order has a Court filing, dated November 10, 1871.

The reader's careful attention is asked not only to the fact that before the defendant Lyons was discharged, he gave his note to District Attorney Rowell, whose official movements seem to have been quite generally seconded by Reavis, but also to the fact that Dionicio Corella is ignorant of the English language, and that in his affidavit he swears that he is ignorant of criminal law. Here are all the important points, for the present purpose, in Mr. Corella's sworn statement:

The defendant Lyons was accused of and did wound and otherwise maltreat deponent by shooting him with a pistol. Mr. Rowell informed me that the matter relating to this crime could be compromised for four hundred and fifty dollars—of which, he said, I would receive \$300. One hundred and fifty was to be paid for medical attendance on me during the time I was confined on account of the wound received, and \$100 Mr. Rowell to receive for his services. I have never been paid any money. My share of the compromise or the money that was to be paid for the settlement of the aforementioned crime was to be paid in sixty days from the date of the compromise. I am a man ignorant of the law relating to criminal

prosecutions, and would not have entered into this compromise if I had known it to be in violation of law.

Luis Campa, another of the men wounded by Lyon, swears he knew "nothing of the compromise of the crime," etc., as follows:

The defendant Lyon shot and wounded me at the same time that he shot and wounded Dionicio Corella. I know nothing of the compromise of the crime. I have paid the one hundred and fifty dollars to Dr. DeCorse and George Tyng. I have paid the one hundred and fifty dollars above specified, because Judge Isham Reavis ordered me to pay it. I paid it because Judge Reavis told me if I did not pay it in two hours, he would put me in jail. I had made an arrangement with Dr. DeCorse to pay this money in three months previous to the order of Judge Reavis. Dr. DeCorse did not sue for the money, and I paid it on the ground or because I was afraid he would put me in jail. I was standing in the Court-room witnessing the business transactions of the Court when he, Judge Reavis, spoke to me in reference to the payment of the one hundred and fifty dollars to Dr. DeCorse; he commanded me in an angry and boisterous manner to pay it within two hours or he would put me in jail.

Now, reader, we again direct attention to the allegations in the above truthful statements. It will be seen that Reavis not only turned a man loose upon society who was charged with, but never tried for, an assault with intent to commit murder, but in a most high-handed, arbitrary and illegal manner, without legal process or proceedings, oppressed the victim of Lyon's alleged assault with murderous intent; that in this case, he used his power as Judge to free the guilty and punish the innocent; for we have the following testimony that Campa's affidavit, excepting a single inference that might be drawn from one assertion, is all correct. Note this terse, straightforward letter and the vouchers for its complete correctness:

ARIZONA CITY, February 8, 1872.

Mr. John Wasson, Tucson, A. T.—Sir: In your issue of Feb. 3, appears an affidavit of Luis Campa, in which he is made to say that "he paid one hundred and fifty dollars to Dr. DeCorse and George Tyng"—the inference being that I took part in that transaction and received part of the money.

Mr. Campa was placed in my custody as sheriff of this county until that money was paid. He was so placed by Judge Reavis. I suffered him to go at large to raise the money. He came to my office with Dr. DeCorse, brought the money, asked me to count it, hand it to Dr. DeCorse, take a receipt for him and translate it to him.

Mr. Campa, and Mr. Redondo who translated his affidavit for him, both say that no reflection upon me was intended.

The other allegations of the affidavit are to my own knowledge correct.

Respectfully, GEORGE TYNG.
This statement is true in all respects.
CLARENCE GRAY,
District Attorney.

A. A. MIX,
Justice Peace, 1st Township.

George Tyng is Sheriff of Yuma county, and as an honorable man, he feels it necessary to disclaim any even apparent connection with the scandalous transaction. We did not at any time think he had such disreputable participation, or that he executed any of Reavis' arbitrary orders beyond those he felt it be his duty to do. His authenticated letter shows that Reavis actually deprived Campa of his liberty without any cause, and for which he ought to be proceeded against for false imprisonment. Campa admits the debt but says he was not sued for it, and paid it because he feared Reavis would execute his threats, and put him in jail. We have not space to further comment on this outrageous proceeding by Reavis.

A few words more on the compromise of the crime charged of "assault with a deadly weapon with intent to commit murder." By reference to the statutes of Arizona, we find that the compounding of such a charge

[CONTINUED ON FOURTH PAGE.]